THE HON'BLE SRI JUSTICE V.ESWARAIAH

WRIT PETITION No.11016 of 2005

Between:

M/s.Abhishek Enterprises.

.. PETITIONER

and

A.P. State Agro Industries Development Corporation and another.

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RESPONDENTS

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ORDER:

The petitioner is the manufacturer and supplier of Pheromone

Traps, Lures and IPM Kits. It is stated that the 1st respondent placed various orders for supply of the said goods to various regional Joint Directors of the concerned Districts, as per the indents placed by the concerned Joint Directors of each District. As per the scheme, the Joint Directors have to place indents to the 1st respondent and the 1st respondent shall supply the same as per the indents placed by the concerned Joint Directors.

The controversy in the writ petition is that the petitioner supplied goods as per the directions of the 1st respondent to the concerned Joint Directors and it is the duty of the 1st respondent to collect money from the concerned Joint Directors and pay the same to the petitioner. Insofar as the Joint Directors are concerned, no doubt, the 2nd respondent, who is the Commissioner and Director of Agriculture, is the head of the Department of all the Joint Directors and got supervisory jurisdiction over the Joint Directors to give appropriate instructions to them. It is stated that the Joint Directors of Mahabubnagar, Nellore, Visakhapatnam and Khammam, still payable the amount of Rs.2,31,571-78 ps. towards supply of Traps and Lures. Out of the said amount, an amount of Rs.57,598-11 ps. is payable to the petitioner.

A counter has been filed by the 1st respondent stating that the Department of Agricultural has placed indents on the Corporation for supply of Bio-Agents under Central Sponsored Scheme during the year 1999-2000 and 2000-2001 basing on the indents placed by the Joint Directors of Agriculture concerned in the State. Accordingly, the 1st respondent placed orders for supply of Pheromone Lures on some of the firms, wherein the petitioner's firm is one among them for supply of stocks to Joint Directors of Agriculture concerned under subsidy scheme during

1999-2000 and 2000-2001.

No doubt, the concluded contract is in between the petitioner and the 1st respondent alone and the 1st respondent is bound to pay the bill amount as per the calculated contract. But, the 1st respondent expressed its inability to pay the same on the ground that the concerned Joint Directors of Agriculture have not paid 50% of non-subsidy amount payable by them.

It is further stated that the 1st respondent addressed a letter dated 14-02-2002 to the petitioner firm stating that the payment will be released in favour of the petitioner only after receipt of the subsidy or non-subsidy from the Department of Agriculture. The 1st respondent addressed a letter dated 13-07-2004 to the 2nd respondent requesting to cause suitable instructions to the Joint Directors of Agriculture concerned for immediate remittance of outstanding amounts for 1999-2000 and 2000-2001, so as to arrange money payable to the petitioner firm and other suppliers.

It is further stated that the non-subsidy amounts were not received from the Department of Agriculture and as such the payment could not be made to the petitioner. Therefore, the 1st respondent addressed another letter, dated 15-02-2005, to the 2nd respondent to expedite the action for release of an amount of Rs.2.31 lakhs towards non-subsidy. Out of which, the amount payable to the petitioner is also included.

The learned Government pleader appearing for the 2nd respondent submits that there is no privity of contract between the petitioner and the 2nd respondent and the 2nd respondent has nothing to do with the contractual obligation between the petitioner and the 1st respondent.

The fact remains that the Traps and Lures were supplied to the

concerned Joint Directors working under the 2nd respondent. The 2nd respondent and his subordinates are only due and payable the said amount of Rs.2,31,571-78 ps. to the 1st respondent, so as to enable the 1st respondent to settle payment to the petitioner and other suppliers.

Having regard to the facts and circumstances of the case, it is to be seen that there is no disputed fact to be decided in the writ petition as the petitioner seeking to issue a Writ of Mandamus to direct the respondents to pay admitted amount only.

Accordingly, the writ petition is disposed of directing the 2nd respondent to consider and take appropriate action on the letter addressed by the 1st respondent, dated 15-02-2005, in D.O.Lr.No.EMD/Lures/AE/2000-2001, and pass appropriate immediate orders and communicate the same to the 1st respondent as well as to the petitioner, so as to enable the 1st respondent to take appropriate action for settlement of the admitted amount payable to the petitioner. There shall be no order as to costs.

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26-03-2007

Prv